



Memorandum

To: Amanda Holland, Acting DOA Commissioner

From: Jared Goecker, DOPLR Deputy Director

Date: April 1, 2021

Subject: April 2021 collective bargaining update with the Alaska Correctional Officers Association (ACOA).

Introduction:

The purpose of this memo is to increase public awareness of State operations as it relates to the collective bargaining process. The State and ACOA agreed there may be monthly updates on the status of negotiations for the public's awareness. The parties also agreed to a mutual understanding that negotiations would take place at the bargaining table and not in the media.

During the month of March, the State offered supposal language changes in 2 articles. In addition, the State also offered a supposal package that included nearly every article of the contract. ACOA made 1 package supposal that covered the entire agreement. No articles were tentatively agreed upon.

Bargaining Dates:

During the month of March, the State's bargaining team met virtually with ACOA on March 1st, 8th, and 25th.

Future bargaining sessions are being discussed but have not been finalized yet.

Proposals Exchanged:

Please note, the State makes proposals encompassing entire articles while ACOA made separate proposals on individual sub-sections of articles they would like to change.

During the month of March, the State offered supposal standalone changes in articles in addition to a near comprehensive package supposal¹:

¹ A package supposal means the articles in the package are either agreed upon as a package or rejected as a package.

- Article 9: Employment Status
- Article 13: Overtime
- State to ACOA Package Supposal 2 given on 3/25/2021:
 - **Wages:** Article 21.1 – ACOA will receive a cost of living adjustment of 0/3/3.
 - **Straight Shifts:** Article 13.2(G) – ACOA’s supposal (3/1/2021) with deletion of this sentence in subsection (d): (“Pursuant to subsection 13.2.G.1.b above, the Superintendent may not cancel individual positions, but must cancel the entire institution’s use of this alternative shift schedule.”) and adding the option of partner sign up in subsection (c)
 - **Eliminating RDO Premium Pay:** Article 21.9 – Employer’s Proposal to eliminate RDO Premium Pay (time and half for work on regular days off regardless of amount of work during the workweek)
 - Includes new language to pay double-time for time worked beyond 120 hours in the work period for COs on shift as a compromise.
 - **Non-permanent COs:** Article 9.10 – State’s supposal (3/8/2021) on non-permanent reserve correctional officers with modifications to articles covered in 9.10(C)
 - **Compensatory Time:** Article 13.11 – ACOA’s supposal (2/22/2021) on compensatory time minus subsection (H)
 - **Minor Language Cleanup Issues:** ACOA’s Proposal (12/10/20) on 24.4(A) (fitness for duty testing), ACOA Proposal (12/10/20) on 16.4(E) (mutual extensions of time), ACOA’s Proposal (12/10/20) on 20.8 (increasing recruitment incentive leave to 30 hours), Article 24.14 - State’s new language (clarifying 15 days for payroll’s adjusting of pay shortage is business days, to align with other CBAs.
 - **Evaluations:** Article 14.1(A) – Portion of State’s proposal 1/11/2021 (recognizing the employer plans to transition to having supervisors complete all their evaluations on a set date each year). Article 14.3(D) – New state language adding/clarifying that the loser pays the arbitrator’s fees for a performance evaluation dispute submitted to arbitration.
 - **Effective Date:** Article 37 – Contract effective date is 7/1/2021 through 6/30/2024. Includes new language, which does not necessarily have to be printed in the CBA, clarifying what the monetary terms are, to avoid any dispute in the event the legislature fails to approve of the monetary terms this session.
 - **Union Dues:** The parties will proceed to interest arbitration solely as to Article 3. The existing language of Article 3 in the 2018-2021 CBA will remain in effect unless and until different language is awarded in interest arbitration. The 2021-2024 CBA will be submitted to the legislative for approval and will go into effect without waiting for this interest arbitration.
 - **All other contract terms:** All other terms aside from those above will be status quo. Article 17.3 (health insurance premiums) updated to state’s proposal (12/21/2021) to reflect status quo.

ACOA made a supposal package offer covering the entire agreement:

- ACOA to State Package Supposal 3 given on 03/01/2021:
 - Wage increases of 4%/2%/2%.
 - The parties agree to ACOA’s language in Articles 12.2, 13.2.G, 13.11, 14, 15, 16.4.E, 20.7, 20.8, 24.4.A, and 37.
 - All other articles would be book.

Articles with Tentative Agreement:

There were no articles tentatively agreed upon.

Conclusion:

Employees represented by ACOA are entitled to interest arbitration if agreement is not reached. Consequently, the parties would go to binding interest arbitration where a private, out-of-state arbitrator would decide the open terms of the contract. Since ACOA's inception in 2005, only one agreement has been reached voluntarily and that was a rollover keeping status quo language in the contract. The other 4 contracts were largely the result of an arbitrator's award.

Individuals interested in reading the ACOA collective bargaining agreement can access this and every State union contract [here](#). The State intends to publish updates once a month at or around the beginning of the month throughout the duration of this negotiation cycle.